RECENT CASES.

ASSIGNMENT FOR CREDITORS—ASSIGNEE'S PURCHASE—MITCHELL V. TYLER, 41 S. W. 422 (Ky.).—One who made an assignment for the benefit of creditors had previously agreed to sell property on which there was a mortgage. The property being sold on foreclosure, the assignee bought it, and against the objection of some of the creditors took title in his own name and then transferred it to the person to whom his assignee had agreed to sell. *Held,* that the sale was valid and that the creditors were entitled to the price the assignee got. Du Relle and White, J. J., dissented on the ground that the creditors were entitled to have the title held for their benefit.

BANKRUPTCY—PRACTICE—IN RE KELLY (EX PARTE BERNHEIM ET AL), 91 Fed. 504.—There should not be united in one petition a prayer that a debtor be adjudged an involuntary bankrupt and a prayer for a warrant directing the Marshal to sieze and hold his property pending the adjudication. The proceedings are distinct and the better practice is that they should be brought by separate petitions.

BANKRUPTCY—TAXES ON EXEMPT PROPERTY—IN RE TILDEN, 91 Fed. 500.—Bankruptcy act, 1898, § 64, provides that the trustees shall "pay all taxes legally due and owing by the bankrupt." *Held,* that this requires the payment of taxes on bankrupt's homestead, though it have been set apart as exempt.

BOYCOTT—CONSPIRACY—ASSOCIATIONS—BOUTWELL ET AL. V. MARR ET AL., 42 Atl. Rep. 607 (Vt.).—A granite manufacturers' association, composed of 95 per cent. of all the granite manufacturers in a certain place, was organized for the purpose of boycotting plaintiffs. To accomplish this end a by-law was passed which imposed a fine of $50 on any member of the association who carried on business with one not a member, which by-law acted directly against plaintiffs. In consequence the plaintiffs' business was destroyed. *Held,* that the members of the association are liable to plaintiffs for the actual damages caused to their business, even though they did not try to influence persons outside the association. The court says that though each member could lawfully withdraw his patronage from plaintiffs, and even unite to do this, nevertheless a combination for this purpose, employing threats or intimidation, is such an unlawful one as to make defendants liable.

COLLISION WITH BICYCLE—EVIDENCE—QUINN V. PIETRO, 59 N. Y. Supp. 419.—In an action for wrongful death, caused by defendant driving over a boy riding a bicycle, defendant's declaration on being arrested therefor, in which he swore at the bicycle, and said that they were no good, were admissible to show his hostility to bicycles, and as increasing the probability that he was indifferent to the rider's rights.

COMMON LAW—INTERSTATE COMMERCE—TELEGRAPH COMPANIES—CONTRACTS—CONSIDERATION—W. U. TEL. CO. V. CALL CO., 78 N. W. (Neb.) 518.—An action was brought for damages alleged to have accrued to plaintiff

because of unjust discrimination against it by defendant, a public service (telephone) corporation, and in favor of another patron of defendant, in the rates charged for a contemporaneous service. *Held,* upon a review of the cases, that in the absence of National legislation as to the interstate charges, the principles of the common law or general jurisprudence of the State of the action will apply, and that in this State such action will lie.

CONSIDERATION—CONTRACT—CONSTRUCTION—KINSMAN v. FISK, 56 N. Y. Supp. 33.—Plaintiff agreed to sell a certain number of shares in consideration of his being appointed vice-president or consulting engineer of the company for two years at a guaranteed salary of $5,000 per year. *Held,* that the salary was part of the consideration for the stock and that the defendants were liable for it, though within the two years a receiver was, on their application, appointed.

CONSTITUTIONAL LAW—EQUAL PRIVILEGES—KENTZ v. CITY OF MOBILE, 24 So. 952 BROWN v. CITY OF MOBILE, 25 So. 223 (Ala.).—The charter of Mobile provides that "every third year * * * a recorder shall be elected * * * said recorder shall be learned in the law and a practicing attorney at the time of his election." *Held,* that the latter clause is unconstitutional as violating § 2 of Article 1, Alabama Constitution, which provides "that all persons resident in this State * * * are hereby declared citizens of the State of Alabama, possessing equal civil and political rights."

CONSTITUTIONAL LAW—JURY—COSTS—GRIBBLE v. WILSON, 49 S. W. 736 (Tenn.).—Shannon's Tennessee, Code, § 5841, provides that the additional cost of a special jury shall be taxed to the losing party. *Held,* unconstitutional as violating that provision of the Tennessee Constitution which provides that the right of trial by jury shall remain inviolate. It destroys the impartiality of the jury by offering an inducement to find in favor of a party who could not pay costs and against one who could.

CORPORATIONS—ASSESSMENTS—STOCK IN NAME OF AGENT—HOUGHTON v. HUBBELL, 91 Fed. 453.—One buying shares in a national bank had them transferred to his agents. The bank became insolvent and an assessment was ordered on the stock. *Held,* that parol evidence was admissible to show who was the real owner of the stock and that he was liable on the assessment.

CORPORATIONS—STOCK SUBSCRIPTIONS—COLE ET AL. v. ADAMS, 49 S. W. 1052 (Tex.).—Property conveyed in payment of a stock subscription is not to be considered as a payment except to the extent of its money or actual value. This is so, notwithstanding a different and higher valuation was made at the time in good faith by the corporation and subscriber.

CRIMINAL LAW—COURT'S PREJUDICIAL REMARKS—PROVINCE OF JURY—PEOPLE v. HILL, 56 N. Y. Supp. 282.—In cross-examining a witness the counsel for the State asked a question which the witness tried several times to evade, upon which the court directed him to "answer the question and stop quibbling." *Held,* that the remarks of the court was an invasion of the province of the jury as tending to carry the idea to them that the court believed the witness was evading the truth.